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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

MICHAEL R. MARCUS and VICTORIA L.  
MARCUS,

Plaintiffs,

vs.

AIR & LIQUID SYSTEMS CORPORATION,  
*et al.*,

Defendants.

Case No.: 4:22-cv-09058-HSG

[Alameda County Superior Court Case No.:  
22CV021840]

**PROVISIONAL STIPULATION OF  
DISMISSAL WITH PREJUDICE:  
FOSTER WHEELER ENERGY  
CORPORATION; ORDER**

Courtroom: 02, 4<sup>th</sup> Floor

District Judge: Hon. Haywood S. Gilliam Jr.

Filed in State Court: November 15, 2022

Removed to NDCA: December 21, 2022

Trial Date: September 9, 2024.

**TO THE COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:**

**PLEASE TAKE NOTICE** that, pursuant to Federal Rule of Civil Procedure Section 41(a)(1)(A)(i)(ii), Plaintiffs Michael R. Marcus and Victoria L. Marcus (“Plaintiffs”) and FOSTER WHEELER ENERGY CORPORATION (“Defendant”) hereby stipulate as follows:

1. On November 15, 2022, Plaintiffs filed their Complaint for Personal Injury and Loss of Consortium – Asbestos in the Superior Court of the State of California, County of Alameda Case No. 22CV021840.

2. On December 21, 2022, the above action was removed to the United States District Court, Northern District of California, Case No. 4:22-09058.

3. On September 10, 2024, Plaintiffs and Defendant reached an agreement of all claims in this action.

4. The terms of settlement are not yet perfected, but Plaintiffs and Defendant agree that this matter should not be litigated due to the agreed-upon resolution.

Based on the foregoing facts, Plaintiffs and Defendant stipulate and agree to the following:

This Court should conditionally dismiss this Action in its entirety against FOSTER WHEELER ENERGY CORPORATION, only, with prejudice. As the terms of settlement are not yet perfected, this Court will retain jurisdiction over the matter for ninety (90) days.

DATED: September 10, 2024

Maune Raichle Hartley French & Mudd LLC

By: 

Rabiah N. Oral  
Attorney for Plaintiffs

DATED: September 10, 2024

Hugo Parker, LLP

By: /s/ Bina Ghannat

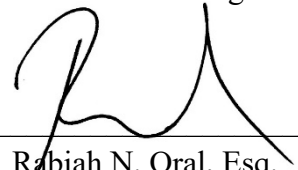
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Bina Ghanaat  
Attorneys for FOSTER WHEELER  
ENERGY CORPORATION

**LOCAL RULE 5-1(i)(3) SERVICE AND FILING OF PLEADINGS AND OTHER PAPERS**

In accordance with L.R5-1(i)(3), I, Rabiah N. Oral, attest that all signatories identified above, and on whose behalf the filing is submitted, concur in the filing's content and have authorized the filing.

DATED: September 10, 2024

By: \_\_\_\_\_

  
Rabiah N. Oral, Esq.  
Attorney for Plaintiffs

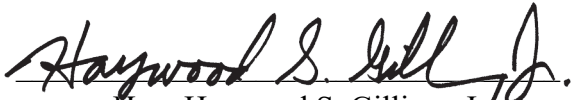
**ORDER**

Having read and considered the foregoing stipulation of parties, and good cause appearing:

PURSUANT TO STIPULATION, IT IS SO ORDERED that FOSTER WHEELER ENERGY CORPORATION, only, is conditionally dismissed with prejudice from this Action in its entirety. Perfection of the terms of the settlement is to be completed within 90 days of this signed Order. The Court shall retain jurisdiction for 90 days from the date of this signed Order.

IT IS SO ORDERED.

DATED: 8/22/2024

  
Hon. Haywood S. Gilliam, Jr.  
UNITED STATES DISTRICT COURT JUDGE